



# VATIKA LIMITED

Regd. Office: Vatika Triangle, 4th Floor, Sushant Lok-1, Block-A, Mehrauli-Gurgaon Road,

Gurgaon-122002, Haryana, India

Phone: 0124-4355555, 0124-4177777, Fax: 0124-4177700,

Email: deposits@vatikagroup.com | Website: www.vatikagroup.com | CIN: U74899HR1998PLC054821

# **FIXED DEPOSIT SCHEME - 2015**

I

Scheme – A FIXED DEPOSIT SCHEME (NON-CUMULATIVE)\*

Period	Minimum Amount (₹)	Rate of Interest (Per Annum)	Yield (Per Annum)
1 year	1,00,000/-	12.00%	12.12%
2 years	1,00,000/-	12.25%	12.38%
3 years	1,00,000/-	12.50%	12.63%

Scheme – B	
FIXED DEPOSIT SCHEME (CUMULATIVE) '	**

Period	Minimum Amount (₹)	Rate of Interest (Per Annum)	Amount Payable on Maturity (₹)	Yield (Per Annum)	
1 year	1,00,000/-	12.00%	1,12,681/-	12.68%	
2 years	1,00,000/-	12.25%	1,27,601/-	13.80%	
3 years	1,00,000/-	12.50%	1,45,215/-	15.07%	

\*Interest is compounded monthly and payable on quarterly basis Additional amount in multiples of ₹1,000/- \*\*Interest is compounded monthly and payable on maturity Additional amount in multiples of ₹1,000/-

# SPECIAL RATE OF INTEREST IN CASE OF SINGLE DEPOSIT OF ₹ 10.00 LACS & ABOVE

# Scheme – C FIXED DEPOSIT SCHEME (NON-CUMULATIVE)#

Period	Minimum Amount (₹)	Rate of Interest (Per Annum)	Yield (Per Annum)
1 year	10,00,000/-	12.50%	12.63%

"Interest is compounded monthly and payable on quarterly basis Additional amount in multiples of ₹1,000/-

Scheme – D		
FIXED DEPOSIT SCHEME (CUMULATIVE)##		

Period	Minimum Amount (₹)	Rate of Interest (Per Annum)	Amount Payable on Maturity (₹)	Yield (Per Annum)
1 year	10,00,000/-	12.50%	11,32,415/-	13.24%

<sup>##</sup>Interest is compounded monthly and payable on maturity Additional amount in multiples of ₹1,000/-

# SCHEME HIGHLIGHTS

- Interest is compounded monthly resulting in effective yield ranging from 12.12% p.a. to 15.07% p.a.
- Flexibility CHOOSE "ANY PERIOD" of deposit ranging from 1 year to 3 years
- Deposits under Schemes A & B acceptable in multiples of Rs. 1000/- only
- Special rate of interest under Schemes C & D for single deposit of Rs.10,00,000/- & above for one year
- Nomination facility available

# **COMPANY HIGHLIGHTS**

- The Company has emerged as renowned player in the Real Estate industry in the National Capital Region (NCR) with almost 17 years of delivery track record and has completed various residential and commercial complexes spread over Gurgaon, Faridabad, Ambala and Jaipur.
- The Company has an ISO 9001:2008 certified Projects Division for design and execution of commercial buildings, residential complexes & township projects.
- In NCR the Company has built state-of-art infrastructure facilities in the segments of A Grade Corporate Offices, Retail, Mid Market & Premium Group Housing, Integrated Townships with complete social amenities and infrastructure.
- The Company through its subsidiary 'Vatika Hotels Private Limited' has developed a 5 star business hotel in Gurgaon and a resort in Sohna that are fully operational and also operates restaurants, business centres and provides facilities management services.

# **HOW TO APPLY**

- Please fill in the attached form completely and ensure that all columns are filled correctly.
- The Account Payee Cheque / Demand Draft should be made in favor of "Vatika Limited Fixed Deposit Account".
- The Completed application form along with Cheque/Demand Draft should be deposited at the Corporate Office.

# Circular or Circular in the form of Advertisement Inviting Deposits [pursuant to section 73(2)(a) and section 76 and rule 4(1) and 4(2) of the Companies (Acceptance of Deposits) Rules, 2014]

# 1. GENERAL INFORMATION

NOTE: Below mentioned content (Form DPT-1) is representation of Newspaper Advertisement published on 19/02/2015. The Registered Office address of the Company has been changed to Vatika Triangle, 4th Floor, Sushant Lok-1, Block-A, Mehrauli-Gurgaon Road, Gurgaon-122002, Haryana, India w.e.f. March 9, 2015.

а.	Name, address, website and other contact details of the company	Vatika Limited, Flat No. 621A, 6th Floor, Devika Towers, 6, Nehru Place, New Delhi-110019, Ph. No. 0124-4355555, 0124-4177777 Fax: 0124-4177700 E-mail: deposits@vatikagroup.com, Website: www.vatikagroup.com
b.	Date of Incorporation of the Company	July 02, 1998
С.	Business carried on by the company and its subsidiaries with the details of branches or unit, if any	Development of Commercial & Residential Complexes, Integrated Townships, Hotels, Resorts, Restaurants, Business Centers etc. The Company and its subsidiaries are engaged in the same business. For the sake of brevity, the name of these subsidiaries are not produced here, however the same can be verified / inspected at the Corporate Office of the Company during business hours on any working day.
		The Company has its Corporate Office at Vatika Triangle, 7th Floor, Sushant Lok-1, Block-A, Mehrauli-Gurgaon Road, Gurgaon-122002, Haryana and branch offices at Jaipur and Ambala.
d.	Brief particulars of the management of the company	The company is managed by the Chairman & Whole time Director and Managing Director, subject to the superintendence, control and direction of the Board of Directors

e. Name, Designation, Address, Din and Occupation of the Directors:-

S. No.	Name	Designation	Address	Din	Occupation
1.	Mr. Anil Bhalla	Chairman & Whole-time Director	Farm No. 4, Hyde Park, Sultanpur Farms, Mehrauli, New Delhi- 110030	00005049	Business
2.	Mr. Gautam Bhalla	Managing Director	Farm No. 4, Hyde Park, Sultanpur Farms, Mehrauli, New Delhi- 110030	00005043	Business
3.	Mr. Gaurav Bhalla	Director	Farm No. 4, Hyde Park, Sultanpur Farms, Mehrauli, New Delhi- 110030	00005060	Business
4.	Mr. Alok Sama	Director	28, Argyll Road, W87BG, UK, London	01085830	Service
5.	Mr. Jonathan Richard Vanica	Director	Flat B, 7/F, 3 South Bay Close, South Bay, Hong Kong	06512304	Service

f.	Management's perception of risk factors:	The Company is investing its funds only for the purpose of business and hence there are no financial risks except normal business risks that any Company has to face. The Company has taken adequate insurance policies for covering the risks associated to the Company's properties and business	
g.	<ul> <li>Details of default, including the amount involved, duration of default and present status, in repayment of-</li> <li>i) Statutory dues-Nil</li> <li>ii) Debentures and interest thereon-Nil</li> </ul>		

iii) Loans from any bank or financial institution and interest thereon-Nil

# 2. PARTICULARS OF THE DEPOSIT SCHEME

- a. Date of passing of board resolution: 14th October 2014
- **b.** Date of passing of resolution in the general meeting authorizing the invitation of such deposits: 10th Nov 2014
- c. Type of deposit, i.e., whether secured or unsecured: unsecured

# d. Details of Deposit amounts

i) Amount which the company can raise by way of deposits per Act and Rules made thereunder: upto Rs.35842.52 (in lacs)

- ii) Aggregate Deposit held on:
  - a) Last day of the immediately preceding financial year- Rs. 899.11 lacs
  - b) On the date of issue of the Circular or advertisement- Rs.299.88 lacs
  - c) Amount of Deposits proposed to be raised upto Rs. 50 crores
  - d) Amount of deposit repayable within the next twelve months Rs. 299.88 lacs

### e. Terms of raising of deposits:

Duration	1 year	2 years	3 years
Rate of Interest	12.00%	12.25%	12.50%
Mode of Payment	By Cheque		
Mode of Repayment By Cheque			

### f. Proposed time schedule :

Date of opening of the Scheme: 19th February 2015 (immediately after expiry of 30 days from date of filing DPT-1 with ROC) Time period for which the circular or advertisement is valid:30th September, 2015 or the date of next Annual General Meeting of the Company; whichever is earlier

g. Reasons or objects of raising the deposits: Expansion and Diversification of Business.

### h. Credit rating obtained

i) Name of Credit Rating Agencies :	CARE (Credit Analysis & Research Ltd.)
ii) Rating Obtained :	CARE BB
iii) Meaning of the rating obtained :	Instruments with this rating are considered to have moderate risk of default regarding timely servicing of financial obligations pertaining to Fixed Deposits
iv) Date on which rating was obtained $:$	19th January, 2015

### i) Extent of Deposit insurance

- i) Name of the Insurance Company Deferred till 31st March, 2015 vide MCA notification no.G.S.R386(E) dated 6th June, 2014
- ii) Terms of the insurance coverage
- iii) Duration of coverage
- iv) Extent of coverage
- v) Procedure for claim in case of default.
- **j.)** Short particulars of the charge created or to be created for securing such deposits, if any; unsecured deposits no charge created
- **k.)** Any financial or other material interest of the directors, promoters or key managerial personnel in such deposits and the effect of such interest in so far as it is different from the interests of other persons: Nil

# 3. DETAILS OF ANY OUTSTANDING DEPOSITS

- a.) Amount Outstanding : Rs. 299.88 lacs
- b.) Date of acceptance : Various dates
- c.) Total amount accepted : Rs. 909.11 lacs
- d.) Rate of interest : various rates
- e.) Total number of depositors : 189 and outstanding depositors 71
- f.) Default, if any, in repayment of deposits and payment of interest thereon, if any, including number of depositors, amount and duration of default involved :NIL
- g.) Any waiver by the depositors, of interest accrued on deposits :NIL

## 4. FINANCIAL POSITION OF THE COMPANY

a) Profits of the Company before and after making provision for tax, for the three financial years immediately preceding the date of issue of circular or advertisement:

Financial Year ending 31st March	Profit before tax (₹ in Lacs)	Profit after tax (₹ in Lacs)
2012	7,526.38	6,006.45
2013	8,165.21	5,390.41
2014	9125.27	5,904.90

b) Dividends declared by the Company in respect of the said three financial years; interest coverage ratio for last three years:

Financial Year ending 31st March	Dividend Declared	Interest Coverage Ratio
2012	Nil	1.50
2013	Nil	1.47
2014	Nil	1.37

c) A Summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of circular or advertisement:
[₹ in Lacs]

		1		[]			
Liabilities	As at 31.03.2014	As at 31.03.2013	As at 31.03.2012	Assets	As at 31.03.2014	As at 31.03.2013	As at 31.03.2012
Share Capital	1,387.59	1,387.59	1,387.59	Fixed Assets (Net)	3556.44	3,641.67	1,499.33
Reserve & Surplus	101019.63	95,114.73	89,724.32	Capital WIP	1150.15	97.02	2,249.70
Secured Loans	120612.56	111,433.05	106,729.08	Investments	25663.11	24,690.09	18,259.90
Unsecured Loans	82242.53	27,861.44	6,275.75	Non Current Assets, Loans & Advances	71073.65	49,553.06	49716.60
Non Current Liabilities & Provisions	654.13	358.37	214.55	Current Assets, Loans & Advances	593859.96	482,263.17	367981.94
Current Liabilities & Provisions	389,386.87	324,089.83	235376.18	Miscellaneous Expenses		-	-
Total	695303.31	560,245.01	439707.47	Total	695303.31	560,245.01	439707.47

d) Audited Cash Flow Statement for the three years immediately preceding the date of issue of circular or advertisement:

Cash Flow Statement for the last three years	(Rs. in lacs)		
	March 31, 2014	March 31, 2013	March 31, 2012
Cash flows from operating activities			
Net profit before tax	9,125.27	8,165.21	7,526.39
Adjustments for:			
Depreciation and amortization	326.21	316.13	230.19
Assets Written off	-	-	0.12

Interest expense	24,572.47	17,345.78	15,089.22
Provision for expected costs	9,456.23	-	
Provision for doubtful debts	142.79	-	
Advances written off	2,504.70	235.13	38.70
Claims and contingencies	63.50	115.20	70.19
Rent equalisation reserve	(5.01)	(14.88)	107.91
Interest income	(806.74)	(309.57)	(225.94)
Profit on sale of fixed assets (net)	(5.48)	12.47	(0.55)
Provision for wealth tax	(0.04)	0.06	(0.04)
Profit on sale of investments (net)	(503.07)	(9.98)	(67.32)
Liabilities written back	-	-	
Provisions for doubtful advances written back	(80.25)	-	
Amounts written back	(462.33)	-	(173.27)
Operating profit before working capital changes	44,328.25	25,855.55	22,595.59
Decrease in trade receivables	3,332.69	6,573.34	3,537.13
Increase in loans and advances	(62,112.53)	(28,177.01)	28475.39
Increase in other current assets	(57,694.83)	(28,426.79)	(14,141.74)
Increase in inventories	(14,984.44)	(58,138.92)	(18,193.11)
Increase/(decrease) in liabilities and provisions	34,916.14	91,087.88	(37,400.96)
Investments in deposits with banks under lien	(1,721.14)	(2,177.07)	1,265.87
Cash flow from operations	(53,935.86)	6,596.98	(13,861.83)
Taxes paid (net of refunds)	(1,628.18)	(3,236.38)	(5,194.33)
Net cash flow from/(used in) operating activities - (A)	(55,564.04)	3,360.60	(19,056.16)
Cash flow from investing activities			
Purchase of fixed assets and capital work in progress	(1,391.52)	(322.83)	(656.02)
Proceeds from sale of fixed assets	32.07	18.86	486.25
Investments made during the year	(3,406.55)	(8,714.61)	(15.00)
Investments sold during the year	2,936.60	2,294.40	6,553.87
Maturity of fixed deposits (having original maturity of mo	re than three months)		179.75
Investments in bank deposits (having original maturity of more than twelve months)	232.00	(307.00)	
Refund of Share Application Money			40.00
Interest received	517.06	185.80	304.31

Cash flow from financing activities			
Repayments of short term borrowings (net)	(1,900.00)	(1,100.00)	5,800.00
Proceeds from long term borrowings	130,424.08	66,690.63	54,238.08
Repayments of long term borrowings	(47,087.50)	(43,777.15)	(34,315.70)
Premium paid on redemption of Debentures			(175.01)
Interest paid	(24,164.44)	(17,317.47)	(14,990.54)
Net cash flow from financing activities - (C)	57,272.14	4,496.01	10,556.81
Net increase in cash and cash equivalents (A+B+C)	627.76	1,011.23	(1,606.18)
Cash and cash equivalents at beginning of the year	6433.59	5,422.36	7,028.54
Cash and cash equivalents at end of the year	7,061.35	6,433.59	5,422.36
	627.76	1,011.23	(1,606.18)

e) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company: NIL

## 5. A DECLARATION BY THE DIRECTORS THAT-

- (i) The company has not defaulted in the repayment of deposits accepted either before or after the commencement of the Act or payment of interest there on
- (ii) The board of directors have satisfied themselves fully with respect to the affairs and prospects of the company and that they are of the opinion that having regard to the estimated future financial position of the company, the company will be able to meet its liabilities as and when they become due and that the company will not become insolvent within a period of one year from the date of issue of the circular or advertisement
- (iii) The company has complied with the provisions of the Act and the rules made thereunder
- (iv) The compliance with the Act and the rules does not imply that repayment of deposits is guaranteed by the Central Government
- (v) The deposits accepted by the company before the commencement of the Act have been repaid (or will be repaid along with interest within respective due dates and until they are repaid, they shall be treated as unsecured and ranking pari passu with other unsecured liabilities
- (vi) In case of any adverse change in credit rating, depositors will be given a chance to withdraw deposits without any penalty
- (vii) The deposits shall be used only for the purposes indicated in the circular or circular in the form of advertisement
- (viii) The deposits accepted by the company are unsecured and rank pari passu with other unsecured liabilities of the company
- (ix) The deposit insurance has not been obtained in view of MCA notification no.G.S.R386(E) dated 6th June, 2014 which deferred deposit insurance upto 31st March 2015

By Order of the Board For Vatika Limited

Date : 19.01.2015 Place : Gurgaon -/Sd Gautam Bhalla Managing Director DIN: 00005043

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# VATIKA LIMITED

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Place:\_

Sr. No.

Authorized Signatory



APPLICATION FORM I/We undersigned apply for the placement of Deposit as stated below: (Pl	
CHOICE OF SCHEME: Scheme A Scheme B Scheme C Scheme D   CHOICE OF PERIOD: 1 Year 2 Years 3 Years   DEPOSIT AMOUNT: ₹. Image: Constraint of the second seco	MODE OF PAYMENT: Cheque No.       Dated         Drawn on (Bank's Name & Branch):       Drawn on (Bank's Name & Branch):         RENEWAL OF DEPOSIT: FDR No.       Dimensional Stress of the stress of th
*CONTACT DETAILS OF 1st APPLICANT Mobile PROOF OF ADDRESS TO BE PROVIDED BY 1st APPLICANT (Please submit self attested	Landline E mail: Pin Code: Latest Bank A/c Statement Any other (please specify)
Shareholders       Trust       Business       Account         HUF       House Wife       Branch A         Corporate       Student       PAYMEN         Shareholders Folio No. / Demat A/c No.:       Retired       For Online         (In areas of shortholders ach)       Other       (Please at	BANK PARTICULARS OF 1st APPLICANT the Bank: Type: Current Saving Account No.: Type: Current Cheque Cheque To PTIONS: Online Transfer Cheque Transfer: IFSC Code MICR No. Ttach a photocopy of Cheque or a cancelled Cheque issued by your bank for verifying acy of the above mentioned Codes as appearing on the Cheque)
TAX STATUS OF THE FIRST NAMED DEPOSITOR:         INCOME TAX TO BE DEDUCTED YES       NO       *PAN NO.         IF NO FORM 15G ENCLOSED       *FORM 15 H ENCLOSED       (*In case o         NOMINATION FORM (To be filled in by individual(s) applying singly or jointly)       (*In case o         I / We       wish to         make a nomination and do hereby nominate the following person to whom all right of the         amount payable in respect of the deposit shall vest in the event of my / our death.         Nominee's Name:         Guardian's Name*:         Date of Birth*:         Address:         (Signature of Nominee / Guardian*)         *In case the nominee is a minor	Image: Copy of PAN Card mandatory)         of Sr. Citizen Aged 60 years & above during the year)         DECLARATION: I / We hereby declare that the amount shown above is not being deposited out of the funds acquired by me / us by borrowing or by applying deposit from any other person. I / We have read the terms & conditions printed in this form and agree to abide by the same. I / We also declare that the first named depositor is the beneficial owner of the deposit and is to be treated as the payee for the purpose of deduction of tax under Section 194 A of the Income Tax Act, 1961. I am / We are resident(s) of India and not placing this deposit as a Nominee(s) of any Non-Residents Indian and Foreign Nationals.         First Applicant Signature       Second Applicant Signature
FOR OFFICE	USE ONLY
AMOUNT (₹)         PERIOD:         1         2         3         MOD           YEAR (S)         YEAR (S)         (Che	IARD NO.: FDR NO. DE OF PAYMENT INVESTOR CODE eque / Draft)
	E OF ENCASHMENT OF CHEQUE / DRAFT
Sr. No	

### Terms and conditions governing the Fixed Deposit Schemes:

#### 1) Acceptance of Deposits

- a) Deposits will be subject to Section 73(2)(a) and section 76 of the Companies Act, 2013 and rule 4(1) and 4(2) of the Companies (Acceptance of Deposits) Rules, 2014 and any other Regulations amended or that may be prescribed from time to time, by the Central/State Government or the Reserve Bank of India or any other statutory authorities.
- b) Deposits will be accepted only from Resident Individuals, minors through their guardians, Trusts and HUF's, Corporate, AOP, Registered Societies. Deposits will not be accepted from NRIs and Foreign Nationals
- c) Deposits from minors will be accepted. In such cases, however, the name of the guardian of the minor should be mentioned and the guardian should sign for the minor. In case the guardian is a joint depositor, guardian should sign on behalf of the minor as well as for himself/herself.
- d) In case of deposit in the name of minors received through their natural legal guardian the amount will be refundable to the person whose name is mentioned in the natural legal guardian and who has signed the application form alongwith natural legal guardian's copy of PAN card
- In case of deposits from the shareholders of the company, shareholders should be the holder of shares on the date of deposit.
- f) Deposits in joint names will be treated as the deposit from shareholder if any one of the joint depositor is a shareholder.
- g) Company reserves a right to refuse to accept any deposit at its discretion and without assigning any reason thereto.
- h) Deposits shall be accepted as per the Fixed Deposit Scheme 2015 mentioned above. Where the choice of a particular scheme is not indicated in the application form, the deposit will be treated as placed in cumulative scheme for 1 year. Deposit once accepted under one scheme cannot be interchanged with another scheme before the maturity date of the relevant deposit. However the interchange option can be exercised at the time of renewal of such deposit.
- i) Acceptance of Deposit will be the date of realization of cheque

#### 2) Application for Fixed Deposits

- a) Application for acceptance or renewal of deposits under Fixed Deposit Scheme 2015 must be made in the prescribed form. The prescribed form duly filed in & accompanied by local cheque / bank draft in favor of "Vatika Limited – Fixed Deposit Account" and crossed account payee only. Outstation cheque are not acceptable unless payable at Par.
- b) Application shall be accompanied by self attested copy of PAN card. Form 15G/15H & mailing address proof which are mandatory without which application shall not be processed.

### 3) Period of Deposits

The deposit will be accepted for a period of 1 year, 2 years and 3 years only.

### 4) Payment of Interest

- a) The period of deposit and the calculation of interest thereon will commence from the date of realization of cheque/draft by the Company.
- b) The deposit shall not carry interest beyond the due date unless it is renewed.
- c) Scheme 'A' & 'C'- Non Cumulative Scheme: Interest at the applicable rate will be compounded monthly & payable quarterly on 31st March, 30th June, 30th September, 31st December and on maturity through cheque/online transfer (as opted by the depositor) after deduction of income-tax & surcharge, where applicable.
- d) Scheme 'B' & 'D'- Cumulative Deposit Scheme: Interest at the applicable rate will be compounded monthly & payable on maturity through cheque/online transfer (as opted by the depositor) and income tax & surcharge, where applicable, will be deducted at the close of each financial year and on maturity.

#### 5) Deduction of Tax

- a) Under the regulation currently in force if the interest credited or paid or likely to be credited or paid to any person during a financial year exceeds Rs. 5,000/- (Rupees Five Thousand Only) against one or more deposit in the same name(s), tax at the appropriate rates will be deducted there from. For Scheme B and D interest will be deemed to accrue every year and tax wherever applicable will be deducted in each financial year as per the Income Tax Law. Tax will not be deducted if the prescribed declaration or certificate from the concerned authorities, as required under the Income Tax Law is furnished to the company alongwith Application Form and in April for subsequent years.
- b) In case where the total income of the depositor is less than the exempted limit liable to tax, no tax will be deducted on submission of declaration in the prescribed Form 15G/15H(#in case of Senior Citizen aged 60 years or above). This declaration form should be submitted in duplicate alongwith the application in the first year and in April for subsequent financial years. Further in case of deposits where interest in a financial year exceeds Rs. 5000/- (Rupees Five Thousand only) and the depositor(s) has not submitted form 15G/15H, Interest cheques would be issued after deduction of tax at source. In case the deposits are made in joint names, the company would proceed on the basis that only the first name depositor has the beneficial interest in the deposits and will be treated as the payee for the purpose of deduction of Income Tax at source.

#### 6) Joint Deposits

- a) Deposits will be accepted by the Company in joint names, not exceeding two in number.
- b) In the case of deposits made in joint names, all correspondence will be addressed to the person whose name appears first on the application form. All cheques for payment of interest or repayment of principal amount will also be drawn in favor of the first named depositor. Any discharge given by the first named depositor for payment of interest and principal amount shall be valid and binding on all joint depositors.
- c) In case of deposits made in joint names, in the event of death of the first named depositor, all payment on account of principal amount and interest due thereon will be made to the person named first in the order of survivor(s) on production of Death Certificate without reference to the heirs and/or legal representative(s) of the deceased.
- d) At the time of the renewal of the fixed deposit receipt, if any of the name of the joint depositor is to be deleted, a consent letter from the outgoing depositor is required

### 7) Deposit in the name of minor (Sole/first named depositor)

In the case of a deposit where the sole/first named depositor is minor, the deposit receipt as well as Demand Draft/cheque for payment of Interest and (or) repayment of deposit will be issued in the name of the Minor through his/her Guardian and whose signatures have been given on application form. It would be advisable for the guardian to open a separate bank account in favor of the minor.

#### 8) Succession

In the event of death of the sole depositor, the fixed deposit amount together with interest due thereon will be paid to the nominee, if any, stated in the application, on proof of identity. In the event of death of Sole Depositor without mentioning a nominee in the application form, the deposit amount will be paid to the legal representative[s] of the depositor on the production of proper legal representation such as 'Probate of the Will', 'Succession Certificate', or 'Letter of Administration' granted by the Court of Competent Jurisdiction and to the satisfaction of the Company. However the company at its sole discretion may dispense with production of probate of the will, succession certificate or the letter of Administration upon such terms as to indemnity or otherwise as it consider adequate.

#### 9) Nomination Facility

Nomination Facility (optional) is available to the sole depositor and to joint depositors. The nominee must be Resident Indian individual only. The nominee shall not be an NRI, Trust, Society, Body Corporate, Partnership Firm, Karta of HUF or holder of power of attorney. A minor can also be nominated, however, in such a case, the sole applicant/joint applicants should appoint a guardian other than himself/themselves. In the event of the death of the depositor(s), the Company will deal with the nominee or the appointed guardian till the minor nominee attains majority, as the case may be. Nominations stand rescinded upon repayment/renewal of deposits.

#### 10) Fixed Deposit Receipts

- a) Fixed Deposit receipts are non transferable and non negotiable under Fixed Deposit Scheme 2015
- b) Fixed Deposit Receipts will be forwarded to the first named depositor by registered post/courier service at the address given in the application form within 21 days from the date of receipt of money or realization of cheque or date of renewal, as the case may be.
- c) In the event of loss of the Fixed Deposit Receipt, the Company may at its sole discretion issue a duplicate receipts subject to compliance with such Terms and Conditions including indemnity by the depositor(s) as the company may require. All expenses in the connection will be borne by the depositor(s)

#### 11) Premature Withdrawal / Renewal / Repayment of Deposits

a) The Company may at its sole discretion or on the request of the depositor to withdraw the deposit amount prior to date of the maturity of deposit but not earlier then 6 months from the date of acceptance of deposit.

However, in exceptional cases beyond the control of the Company, premature withdrawal will be allowed irrespective of the period.

In the event the Company agrees to repay a deposit before the maturity date then the rate of interest payable and/or the rate of interest to be reduced will be governed by Rule 15 of Companies (Acceptable of Deposit) Rules, 2014 as amended from time to time.

The premature withdrawal of amount deposited can be entertained only after surrendering of all un-encased interest cheques, if any.

- b) The Fixed Deposits receipts duly discharged on a revenue stamp should reach the Company at least 21 days before the date of the maturity to enable the timely renew or refund the deposits as the case may be. In case of renewal, a fresh application form duly filled in should accompany the said discharged receipt. The application form can be obtained from the Company's website. Where the fixed deposit receipt not presented for renewal within the aforesaid time, the retrospective renewal to the deposit will be entirely at the discretion of the Company. This will not be obligatory on part of the company to send intimation or notice with regard to due date of maturity of Deposit(s).
- c) Where the due date of any payment falls on a Sunday, Bank Holiday or any other day on which the Company's office remains closed, the payment will be made on the next working day

#### 12) General

- a) The Company will not recognize any lien, assignment, charge or any other encumbrance on the Fixed Deposits and/or interest thereon
- b) The Company reserves the right to reject any application for acceptance and/or renewal of deposits without assigning any reasons thereof
- c) The company reserves the right to alter or amend from time to time without notice and without assigning any reasons, any of the terms and conditions mentioned herein above so long as such alterations or amendments are not inconsistent with the Companies (Acceptance of Deposits) Rules, 2014 or the amendments therein from time to time
- d) The Company reserves the rights to discontinue acceptance of deposits at any time at its discretion.
- e) All cheques/drafts received alongwith Fixed Deposit Application are subject to realization. In case, cheques/drafts are dishonored, the application will be rejected. However, the applicants may submit fresh applications with fresh cheques/drafts
- f) The Company shall not be responsible for delay or loss in postal transit of deposit receipts/repayment/interest cheques that may be sent to the depositors
- g) Notice in writing regarding change of address etc. must be lodged with the Company atleast 30 days before the date on which interest payment / repayment of principal amount falls due.
- All communication with regard to Deposits should be addressed quoting FDR number and date to the Registered/Corporate office of the Company.
- Disputes, if any, arising in connection with these Fixed Deposit Scheme will be subject to the jurisdiction of Gurgaon, Haryana.
- j) The Company shall credit all such amount of Matured Deposits/Interest accrued thereon to the Investor Education and Protection Fund' if remain unclaimed/unpaid for a period of seven years from the date they became due for payment as per the provision of Section 205C of the Companies Act, 1956 read with Investor Education and Protection Fund [Awareness & Protection of Investors] Rules, 2001.

Note: All communications in connection with this application should be addressed to:

# **Fixed Deposit Department**

Regd. Office: Vatika Triangle, 4th Floor, Sushant Lok-1, Block-A, Mehrauli-Gurgaon Road, Gurgaon-122002, Haryana, India

Phone: 0124-4355555, 0124-4177777, Fax: 0124-4177700,

E-mail: deposits@vatikagroup.com, Website: www.vatikagroup.com